

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MOROCCANOIL, INC., a California
corporation,

Plaintiff,

v.

El Sales Corp., a Florida corporation,
doing business as RoyaleUSA and
DOES 1 through 10, inclusive,

Defendant.

Case No.: CV15-8081-DMG (AGR_x)

**FINAL JUDGMENT AND
PERMANENT INJUNCTION [41]**

1 Based upon the Stipulation signed by counsel for Plaintiff Moroccanoil, Inc.,
2 (“Moroccanoil”) and counsel for Defendant El Sales Corp. d/b/a RoyaleUSA
3 (“Defendant”) for a Final Judgment in this action, the Court enters this Final
4 Judgment including a Permanent Injunction prohibiting Defendant from infringing
5 Moroccanoil’s intellectual property, including U.S. Patent and Trademark Office
6 (“USPTO”) Registration Numbers 3,478,807; 3,684,909; 3,684,910 and 4,057,947
7 (“Moroccanoil Trademarks”); and all Moroccanoil trade dress (which includes the
8 Turquoise Blue and Copper Orange colors, the graphic design of its labels and
9 packaging, and the shapes of its containers) as part of a comprehensive settlement.

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11 Therefore, IT IS ORDERED that:

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13 1. Defendant El Sales Corp., its Affiliates, owners, officers, agents, servants,
14 employees, attorneys, suppliers, distributors, and all those in active concert or
15 participation with any of them, are permanently restrained and enjoined from
16 doing any of the following anywhere in the world:

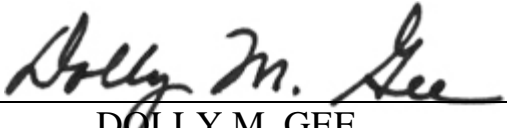
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18 a. Acquiring, purchasing, manufacturing, marketing, storing, transporting,
19 distributing, dealing in, transferring, hypothecating, offering for sale or
20 selling, directly or indirectly, any of the Accused Products;

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22 b. Acquiring, purchasing, manufacturing, marketing, storing, transporting,
23 distributing, dealing in, transferring, hypothecating, offering for sale or
24 selling, directly or indirectly, any product that uses either the term
25 “Morocco” or “Moroccan” within four words, numbers or symbols of
26 “Oil”;

- 1 c. Acquiring, purchasing, manufacturing, marketing, storing, transporting,
2 distributing, dealing in, transferring, hypothecating, offering for sale or
3 selling, directly or indirectly, any hair care or personal care product
4 with the word “Moroccan” or “Morocco” or any word confusingly
5 similar to either of them anywhere on the packaging that also has one
6 or more of the following features: (i) the color blue, green or turquoise
7 as a prominent color on any product packaging; (ii) amber-colored
8 glass or plastic packaging; (iii) orange graphic, design or text elements
9 with the colors blue, turquoise or green on any product packaging;
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11 d. Using or otherwise infringing the Moroccanoil Trademarks;
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13 e. Registering, owning, controlling, acquiring, selling or otherwise
14 operating any domain name that contains the exact words “Moroccan”
15 or “Morocco,” or any confusingly similar word, and the exact word
16 “Oil” or any confusingly similar word;
17
18 f. Directly or indirectly causing, directing, soliciting, assisting, aiding, or
19 abetting any other person or entity to engage in or performing any of
20 the prohibited conduct referred to in the above paragraphs.
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22 2. The Court shall retain jurisdiction to enforce the terms of the parties’
23 Settlement Agreement and the Permanent Injunction in this Judgment;
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25 3. This Judgment shall constitute the One Final Judgment in the action and shall
26 therefore resolve the entire action.
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1 4. Final Judgment is hereby entered, with each party responsible for its own
2 costs and attorney's fees. All scheduled dates and deadlines are VACATED.

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4 DATED: July 21, 2016

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7 DOLLY M. GEE
8 UNITED STATES DISTRICT JUDGE
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